

## **EXHIBIT “B”**

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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:

SAMEH H. AKNOUK, DENTAL SERVICES, P.C.

Chapter 11  
Case No. 22-11651(MG)  
Subchapter V

Debtor.

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**STIPULATION AND ORDER TO ASSUME AND ASSIGN  
A NONRESIDENTIAL REAL PROPERTY LEASE  
BETWEEN THE DEBTOR AND 841-853 FEE OWNER LLC**

**WHEREAS**, on December 8, 2022 (the “Petition Date”), the Debtor filed a voluntary petition under Subchapter V of Chapter 11 of the United States Bankruptcy Code in the Southern District of New York (Manhattan Division) (the “Chapter 11 Case”); and

**WHEREAS**, prior to the Petition Date, on or about October 4, 2017, 841-853 Fee Owner LLC (“Landlord”) and the Debtor entered into a Commercial Lease Agreement (the “Lease”) for the premises located at 853 Broadway, Suite 911, New York, New York (the “Premises”); and

**WHEREAS**, the Debtor does not occupy or operate its business at the Premises (nor has it ever), instead, an affiliate of the Debtor, 853 Smile Dental Services P.C. (“853 Smile”, together with the Debtor and Landlord, the “Parties”), occupies and utilizes the Premises exclusively; and

**WHEREAS**, all pre-petition and post-petition obligations due under the Lease are current and are paid by 853 Smile; and

**WHEREAS**, the Debtor desires to assign all of its right, title, interest, duties, liabilities, and obligations under the Lease to 853 Smile.

**NOW, THEREFORE**, the Parties hereby stipulate and agree, subject to approval of the Bankruptcy Court, as follows:

1. Each of the foregoing recitals is hereby acknowledged and affirmed as being accurate and is hereby incorporated as part of this Stipulation.

2. The Debtor hereby assumes and assigns all of its right, title, interest, duties, liabilities and obligations under the Lease to 853 Smile, which assignment is accepted by 853 Smile.

3. Landlord consents to the assignment and assumption of the Lease per the terms of this Stipulation.

4. The Debtor is hereby released from its obligations under the Lease, and Landlord hereby agrees that it does not hold any claim that can be asserted against the Debtor or its bankruptcy estate.

5. The Parties are hereby authorized to take all steps necessary to complete the assumption and assignment of the Lease.

6. This Stipulation may be executed in counterparts and all counterparts collectively shall be deemed one document. A copy of this Stipulation with facsimile or electronic signatures shall be deemed valid and of full force and effect and will be as effective as if simultaneously executed.

7. This Stipulation is expressly subject to the approval of the Bankruptcy Court.

8. The Bankruptcy Court shall retain jurisdiction over this Stipulation to enforce all of the terms contained herein.

**STIPULATED AND AGREED:**

Dated: May 24, 2023

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/s/ Erica R. Aisner

By: Erica R. Aisner, Esq.

/s/ Clement Yee

By: Clement Yee, Esq.

853 SMILE DENTAL, P.C.

/s/ Sameh H. Aknouk

By: Dr. Sameh H. Aknouk, DDS,  
President of 853 Smile Dental, P.C.

**SO ORDERED:**

Dated: New York, New York  
August \_\_, 2023

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HONORABLE MARTIN GLENN  
CHIEF UNITED STATES BANKRUPTCY JUDGE